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6 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
7 **FOR THE COUNTY OF KING**

8 MUHAMMAD FARID,

9 Plaintiff,

10 v.

11 PRIME FLIGHT AVIATION SERVICES,
12 INC., a Texas Corporation, and SHARP
13 DETAILS, LLC, d/b/a PRIME
APPEARANCE, a Virginia Corporation,

14 Defendants.

Case No.:

COMPLAINT

JURY TRIAL OF TWELVE DEMANDED

15 COMES NOW Plaintiff, Muhammad Farid, and states and alleges the following facts and
16 causes of action against the above-named Defendants:

17 **JURISDICTION AND VENUE**

18 1. This Court has jurisdiction over this matter. RCW 48.30.015.
19 2. Venue is proper in King County under RCW 4.12.020 because the Defendant
20 does or did business there during the applicable time period.
21 3. Venue is also proper in King County under RCW 4.12.025 because each of the
22 Defendants performed work in King County.

23 **PARTIES**

24 4. Plaintiff Muhammad Farid is a lawful resident of King County, Washington.
25 5. Defendant Prime Flight Aviation Services, Inc., is a Texas corporation doing

1 business in the State of Washington and is an “employer” under the Washington Law Against
2 Discrimination (“WLAD”), RCW 49.60, and the Washington Minimum Wage Act
3 (“WMWA”), RCW 49.46.

4 6. Defendant Sharp Details, LLC, is a Virginia company that is owned and
5 operated by Prime Flight Aviation Services, doing business in the State of Washington as
6 Prime Appearance, and is an “employer” under the WLAD and the WMWA.

FACTUAL BACKGROUND

8 7. Plaintiff Muhammad Farid was born and raised in the Chitral District of
9 Pakistan. Plaintiff identifies as a member of the both the Kho and Dardic ethnic or
10 ethnolinguistic groups. Growing up, Plaintiff first learned Khowar, the language of the Kho
11 people. He later learned other languages spoken in Pakistan, including Urdu, Punjabi, and
12 Hindko. In the tenth grade, Plaintiff began learning English. Over time, Plaintiff became
13 proficient in English, but retained an accent associated with the language of the Kho and
14 Dardic ethnic or ethnolinguistic groups and the languages of Pakistan.

15 8. In 2015, Plaintiff emigrated from Pakistan to the United States and is currently a
16 lawful resident of King County, Washington.

17 9. On or around March 8, 2019, Plaintiff was hired by Appearance Group, Inc., to
18 work as a Station Manager at King County International Airport – Boeing Field (hereinafter
19 “BFI”). Appearance Group was an aircraft cleaning and maintenance company headquartered in
20 Kansas.

21 10. As a Station Manager, Plaintiff was responsible for managing the BFI service hub
22 and supervising a team of staff. This team included an Assistant Station Manager, Dalton
23 Criswell-Koch, and several other employees. In addition to supervising the team, Plaintiff's job
24 duties included cleaning and restocking planes. Approximately 90 percent of Plaintiff's work

1 consisted of non-managerial, manual labor. Plaintiff primarily worked on planes owned by a
2 company called NetJets.

3 11. Throughout his first year as Station Manager, Plaintiff received positive reviews
4 from staff and supervisors. NetJets employees also repeatedly gave feedback that BFI was one of
5 the best service hubs because of Plaintiff's excellent work.

6 12. In October 2019, Plaintiff received an "excellent" performance evaluation from
7 his supervisor, Catalin Gavrilas.

8 13. Throughout 2019 and early 2020, Plaintiff was selected by Appearance Group to
9 train staff at various service hubs across the country. He was sent to San Jose, Chicago, and Las
10 Vegas to run training programs on three separate occasions.

11 14. In December 2019, Appearance Group, Inc., was bought by Prime Flight Aviation
12 Services, Inc. ("Prime Flight"). Sharp Details, LLC, is the aircraft cleaning division of Prime
13 Flight. In acquiring Appearance Group, Sharp Details and Prime Flight became the successor
14 companies to Appearance Group, the joint employers of Plaintiff, and began doing business as
15 Prime Appearance.

16 15. Around March 2020, Prime Appearance hired a new Project Manager, Amanda
17 Cooper. Cooper replaced Gavrilas as Plaintiff's direct supervisor and began working with
18 Plaintiff directly in June of 2020. Cooper did not work onsite, but in Ohio.

19 16. From the time Cooper began working at Prime Appearance, she treated Plaintiff
20 differently and negatively compared to other staff.

21 17. Cooper constantly undermined Plaintiff's authority. She gave instructions to
22 Plaintiff's subordinates behind Plaintiff's back and would text his team members directly without
23 communicating anything to Plaintiff. Cooper most frequently did this with the Assistant Station
24 Manager, Criswell-Koch, who is a white man.

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COMPLAINT -3-

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1 18. Cooper's refusal to follow the chain of command created confusion and interfered
2 with Plaintiff's ability to manage his team.

3 19. Cooper also made belittling comments about Plaintiff's comprehension of the
4 English language. Cooper asked Plaintiff what his "tricks" were for understanding things,
5 implying he did not fully understand English. On one occasion, Plaintiff asked Cooper to repeat
6 something. When he thanked her, she replied "no worries, I play games at home too with my
7 kids to make them understand things," equating Plaintiff's English comprehension to that of a
8 child.

9 20. Cooper told Plaintiff she did not understand his English in written emails, saying
10 they were difficult for her to read and understand.

11 21. On weekly Wednesday check-in calls, Cooper would insist she could not
12 understand Plaintiff. In contrast, Plaintiff's previous manager had never made such a complaint
13 about Plaintiff's accent or English proficiency.

14 22. During this time, Criswell-Koch deficiently performed many of his assigned
15 duties. Thus, Plaintiff often had to double check his work and expend extra time fixing his
16 mistakes. Criswell-Koch also failed to properly complete paperwork.

17 23. In October 2020, performance evaluations were due. Plaintiff completed the
18 evaluations for his team and submitted them to Cooper for review. Plaintiff gave Criswell-Koch
19 "average" marks, providing Cooper with his reasoning for not giving an overall "excellent" mark
20 and specifying areas that needed improvement.

21 24. Cooper disregarded Plaintiff's feedback and increased Criswell-Koch's marks,
22 giving Criswell-Koch an overall mark of "excellent" and praising him for using "professional
23 communication," going above the norm to assist with paperwork, and "understanding and using
24 all software necessary to ensure tasks were completed proficiently."

1 25. Plaintiff was surprised by this evaluation because it was an inaccurate reflection
 2 of Criswell-Koch's work. Unlike Plaintiff, Cooper did not work onsite with Criswell-Koch.

3 26. On or around October 21, 2020, Plaintiff received his own performance
 4 evaluation from Cooper. Cooper gave Plaintiff an overall mark of "average," with several lower
 5 "satisfactory" and "decreased performance" marks. Cooper indicated that Plaintiff needed to
 6 "proofread his emails," "improve relationship building and communication skills," and improve
 7 "paperwork and working knowledge of computer software programs."

8 27. On October 22, 2020, Plaintiff emailed Cooper regarding his performance
 9 evaluation, saying he felt he was being treated unfairly and that "[a]fter reading your comments I
 10 feel like I wasn't doing management work, I am just a good cleaner and stocker." He addressed
 11 Cooper's less favorable feedback and outlined why her evaluation of his performance was
 12 inaccurate. Among other things, Plaintiff noted his good interpersonal communications and
 13 relationships with NetJet pilots and Cooper's incorrect assumptions about Plaintiff's working
 14 knowledge of computer software programs.

15 28. On October 22, 2020, Plaintiff emailed the CEO, Matt Henry, and complained
 16 that Cooper was discriminating against him because he was a non-American employee. He told
 17 them that Cooper was directing employees with text message instructions without letting him
 18 know and that he did not feel like he was a manager anymore. He stated that he felt like she was
 19 making fun of him when he talked to her and that she was not treating him fairly or
 20 acknowledging his hard work. Plaintiff said he felt the reason for this was because he is from a
 21 different culture and because English was not his first language.

22 29. Plaintiff also indicated that he had serious concerns about Cooper's management
 23 and explained that Cooper was constantly undermining his supervision of staff, communicating
 24 poorly, and creating significant challenges for the BFI service hub team.

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1 30. On October 23, 2020, Plaintiff emailed Cooper again. He asked her to explain
2 how she could give Criswell-Koch excellent marks while withholding those same marks from
3 Plaintiff. He complained that the differential treatment was discrimination because Plaintiff was
4 not from the United States.

5 31. In late October 2020, the Director of Human Resources, Tracy Corriston,
6 informed Plaintiff that HR was investigating his discrimination complaint.

7 32. In early November 2020, Corriston scheduled a private phone call with Plaintiff.
8 During this call, she asked Plaintiff to explain why and how he thought Cooper was
9 discriminating against him. Corriston expressed doubt that there was any discrimination.

10 33. Around mid-November of 2020, Corriston emailed Plaintiff to inform him that
11 they had concluded the investigation and found no evidence of discrimination.

12 34. After the investigation concluded, Plaintiff noticed that Cooper no longer made
13 comments about not understanding him. However, he soon began to feel he was being retaliated
14 against.

15 35. Corriston told Plaintiff that he would need more training in areas such as conflict
16 management, handling difficult team members, problem solving, and harassment. Corriston
17 attached a lengthy list of online trainings for Plaintiff to complete.

18 36. Cooper and Corriston started piling extra work on Plaintiff. In addition to the
19 numerous online trainings, the number of emails Plaintiff received increased. Cooper would
20 assign Plaintiff extra tasks that were time-consuming and seemed unnecessary. For example,
21 Cooper had Plaintiff make a separate list of staff hours, even though she already had access to
22 staff hours through Prime Appearance's UltiPro software.

23 37. Due to the extra assigned tasks and training and because his station was
24 understaffed, Plaintiff had to work 50 to 60 hours per week.

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1 38. During the months of November 2020 to January 2021, Corriston delayed the
2 hiring process by not responding to Plaintiff's email threads until the last minute, when she
3 would repeat questions that had already been discussed earlier in the thread. This slowed the
4 whole process down and created more work for Plaintiff. Plaintiff asked to have a conference
5 call to discuss this with Corriston, but she refused. Plaintiff eventually had to intervene to hire
6 additional staff in January 2021.

7 39. In December 2020, Cooper approved Plaintiff for four days of vacation time.
8 Cooper then failed to find coverage for Plaintiff, which was her responsibility, requiring him to
9 work those days. Despite working those days, they were still taken out of Plaintiff's vacation
10 balance—an error Cooper never corrected.

11 40. Cooper continued to instruct Plaintiff's team directly and without his knowledge.

12 41. Around late January/early February 2021, Criswell-Koch told Plaintiff that
13 Cooper said she wanted him (Criswell-Koch) to be a manager. Prime Appearance, however, only
14 maintained one location in Washington State, which was at BFI.

15 42. In March 2021, Corriston accused Plaintiff of not checking whether his team was
16 clocking in and out properly and told him he would be disciplined for this. Plaintiff used his cell
17 phone to monitor whether his team was clocking in and out, ensuring they were properly paid, a
18 point he made to Corriston. After doing so, Corriston backed off her threat of discipline.

19 43. On March 18, 2021, Plaintiff forwarded Cooper and Corriston a termination
20 proposal for an employee he supervised for, among other things, playing video games and
21 sleeping at work. The employee had already been issued three written warnings, all of which
22 were approved by Cooper. Cooper had advised Plaintiff to put together termination paperwork
23 and send it to HR, but told Plaintiff that to be terminated, an employee has to repeat the same
24 behavior three times.

1 44. Upon receiving the termination proposal, Corriston told Plaintiff he needed
2 approval from a manager. When Corriston learned Plaintiff had already received Cooper's
3 approval, she replied to Plaintiff's email, second-guessing his decision to discipline and
4 suggesting that that the multiple warning letters were too disconnected from one another to
5 justify a termination.

6 45. On March 24, 2021, after Plaintiff returned from the airport ramp, he found
7 Corriston in the office waiting for him, along with the Division Vice President, PJ Maher. After
8 introducing himself, Maher told Plaintiff, "We have good news for you." Maher then informed
9 Plaintiff the "good news" was that they were terminating him.

10 46. Plaintiff was shocked and asked why he was being terminated. Corriston informed
11 him it was due to "poor performance." When Plaintiff pointed out that the BFI service hub was
12 one of the best and consistently got high reviews under his management, Corriston said there had
13 been internal employee complaints about Plaintiff. Corriston refused to identify the substance or
14 makers of the complaints.

15 47. Plaintiff had never been disciplined prior to his termination.

16 48. Plaintiff asked why no one had mentioned anything about complaints to him until
17 now. Corriston angrily told Plaintiff she would not tell him anything. She said she was not there
18 to answer his questions, she was there to terminate him.

19 49. Maher gave Plaintiff a termination letter, which indicated the termination was due
20 to "poor performance" and "team conflicts," and stated a discussion about these issues had been
21 held on March 18, 2021, which was not true.

22 **COUNT I – WLAD RACE/ETHNICITY DISCRIMINATION**

23 50. Plaintiff realleges and incorporates by reference each and every averment of this
24 Complaint as though fully set forth herein.

25 51. Plaintiff is a person of color and identifies as a member of the both the Kho and

1 Dardic ethnic or ethnolinguistic groups.

2 52. Defendants discriminated against Plaintiff because of his race/ethnicity, primarily
3 related to the accent or linguistic characteristics associated with his race/ethnicity.

4 53. Defendants held Plaintiff to higher standard in evaluating his performance
5 compared to employees outside his ethnic group.

6 54. Defendants terminated Plaintiff's employment because of his race/ethnicity.

7 55. As a direct and proximate cause of Defendants' actions, Plaintiff has suffered
8 damages, including lost wages and emotional distress.

9 **COUNT II – WLAD NATIONAL ORIGIN DISCRIMINATION**

10 56. Plaintiff realleges and incorporates by reference each and every averment of this
11 Complaint as though fully set forth herein.

12 57. Defendants discriminated against Plaintiff because of his country of national
13 origin and the accent or linguistic characteristics associated with the Pakistani languages spoken
14 by Plaintiff.

15 58. Defendants held Plaintiff to higher standards in evaluating his performance
16 compared to Non-Pakistani employees.

17 59. Defendants terminated Plaintiff's employment because of his national origin.

18 60. As a direct and proximate cause of Defendants' actions, Plaintiff has suffered
19 damages, including lost wages and emotional distress.

20 **COUNT III - 42 U.S.C. § 1981 RACE/ETHNICITY DISCRIMINATION**

21 61. Plaintiff realleges and incorporates by reference each and every averment of this
22 Complaint as though fully set forth herein.

23 62. Plaintiff is a person of color and identifies as a member of the both the Kho and
24 Dardic ethnic or ethnolinguistic groups.

63. Defendants discriminated against Plaintiff because of his race/ethnicity, primarily related to the accent or linguistic characteristics associated with his race/ethnicity.

64. Defendants held Plaintiff to higher standards in evaluating his performance compared to their other employees outside his ethnic group.

65. Defendants terminated Plaintiff's employment because of his race/ethnicity.

66. As a direct and proximate cause of Defendants' actions, Plaintiff has suffered damages, including lost wages and emotional distress.

73. Defendants acted with malice or reckless disregard to the rights of Plaintiff, thereby entitling Plaintiff to an award of punitive damages in an amount that will punish Defendants and deter them and others from like conduct.

COUNT IV – WLAD RETALIATION

74. Plaintiff realleges and incorporates by reference each and every averment of this Complaint as though fully set forth herein.

75. Plaintiff engaged in protected activity by complaining about race, national origin, and/or citizenship or immigration status discrimination to Defendants.

76. Defendants retaliated against Plaintiff because he engaged in this protected activity by increasing his workload; removing his hiring duties; failing to hire employees and thereby increasing his workload; undermining his supervisory authority; treating him as a manager in name only; threatening him with discipline for baseless charges; and by terminating Plaintiff from his employment.

77. As a direct and proximate cause of Defendants' actions, Plaintiff has suffered damages, including lost wages emotional distress.

COMPLAINT -10-

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COUNT V – 42 U.S.C. § 1981 RETALIATION

78. Plaintiff realleges and incorporates by reference each and every averment of this Complaint as though fully set forth herein.

79. Plaintiff engaged in protected activity by complaining about race/ethnicity and/or citizenship/immigration status discrimination to Defendants.

6 80. Defendants retaliated against Plaintiff because he engaged in this protected
7 activity by increasing his workload; removing his hiring duties; failing to hire employees and
8 thereby increasing his workload; undermining his supervisory authority; treating him as a
9 manager in name only; threatening him with discipline for baseless charges; and by terminating
10 Plaintiff from his employment.

11 81. As a direct and proximate cause of Defendants' actions, Plaintiff has suffered
12 damages, including lost wages and emotional distress.

13 82. Defendants acted with malice or reckless disregard to the rights of Plaintiff,
14 thereby entitling Plaintiff to an award of punitive damages in an amount that will punish
15 Defendants and deter them and others from like conduct.

COUNT VI – WASHINGTON MINIMUM WAGE ACT

17 83. Plaintiff realleges and incorporates by reference each and every averment of this
18 Complaint as though fully set forth herein.

19 84. At all relevant times, Defendants were “employers” under the Washington
20 Minimum Wage Act. RCW 49.46.010.

21 85. Defendants violated the WMWA by failing to pay Plaintiff overtime wages of one
22 and one-half times his regular rate for work in excess of forty (40) hours per week.

23 86. Approximately 90% of Plaintiff's primary duties consisted of non-managerial,
24 manual labor. Defendants undermined Plaintiff's remaining managerial duties to such a degree
25 that Plaintiff was a manager in name only.

87. Because Defendants willfully (volitionally) withheld Plaintiff's overtime wages, Plaintiff is entitled to recover an award of exemplary damages in an amount that is twice the amount of unpaid overtime wages unlawfully withheld. RCW 49.52.

REQUEST FOR RELIEF

88. Plaintiff Muhammad Farid requests all damages allowable under law, including the following:

- a. Compensatory damages, including lost wages, back pay, front pay, and emotional distress damages;
- b. Exemplary or double damages for unpaid overtime compensation;
- c. Punitive damages under 42 U.S.C. § 1981;
- d. Pre- and post-judgment interest;
- e. Attorney's fees, costs, and expenses available under federal and state law;
- f. Any and all other and further relief this Court deems just and proper.

Dated this 6th day of July, 2021.

Respectfully submitted,

By: /s/ Matt J. O'Laughlin
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